

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**RENTAL COMPANY, LLC.,  
RESPONDENT  
vs.**

**CARTER GROUP, INC. AND AANDREA CARTER,  
APPELLANTS**

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DOCKET NUMBER WD75072

DATE: APRIL 30, 2013

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Appeal from:

The Circuit Court of Jackson County, Missouri  
The Honorable Gregory B. Gillis, Judge

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Appellate Judges:

Division One: James E. Welsh, Chief Judge, Victor C. Howard, Judge and Peggy Stevens  
McGraw, Special Judge

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Attorneys:

John Morris, Respondent Pro-se

Wesley J. Carillo, for Appellants

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**MISSOURI APPELLATE COURT OPINION SUMMARY**

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**RENTAL COMPANY, LLC., RESPONDENT**

**v.**

**CARTER GROUP, INC. AND AANDREA CARTER, APPELLANTS**

WD75072

Jackson County, Missouri

Before Division Four: James E. Welsh, Chief Judge, Victor C. Howard, Judge and Peggy Stevens McGraw, Special Judge

The Carter Group, Inc. appeals the judgment of the trial court ruling in favor of The Rental Company, LLC on its claim of unjust enrichment related to two loans and corresponding promissory notes between the parties. The Carter Group, Inc. challenges the court's determination arguing that (1) no evidence was presented to support the elements of the unjust enrichment claim, (2) the judgment for The Rental Company, LLC on the unjust enrichment claim is inconsistent with and contravenes the trial court's judgment against The Rental Company, LLC on its breach of contract claims, (3) the judgment awarded attorney fees in violation of the American Rule, and (4) no evidence was presented supporting an award of late fees.

**REVERSED AND REMANDED**

**Division Four holds:**

(1) The trial court did not err in finding that The Rental Company, LLC proved unjust enrichment, because that finding was supported by substantial evidence;

(2) The trial court's finding of unjust enrichment was not inconsistent with its finding that The Rental Company, LLC did not prove breach of contract; and

(3) Because no exception to the general rule that attorney fees are not recoverable was applicable, the trial court's award of attorney fees in favor of The Rental Company, LLC was erroneous, and (4) the trial court did not improperly award late fees to The Rental Company, LLC, but the evidence showed that the principal amount on the first loan was paid in full by The Carter Group, Inc., so the principal amount of that loan should not have been part of the trial court's damages calculation, and thus the trial court's damages award was against the weight of the evidence.

**Opinion by: Victor C. Howard, Judge**

Date: April 30, 2013

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